

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/01/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Playtex Products, Inc.		10/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Playtex Products, LLC		
Street Address:	6 Research Drive		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	1982912	... GET ON THE BOAT!	
Registration Number:	2181101	ACTION SPORT	
Registration Number:	3532601	AMPHOCOMPLEX	
Registration Number:	2936591	ANTI-BURN SYSTEM	
Registration Number:	3074237	AQUASHIELD H2O	
Registration Number:	3532643	AVOTRIPLEX	
Registration Number:	1093524	BANANA BOAT	
Registration Number:	1992717	BANANA BOAT	
Registration Number:	1754761	BANANA BOAT	
Registration Number:	1992718	BANANA BOAT	
Registration Number:	2307463	BANANA BOAT	
Registration Number:	2949608	BANANA BOAT SURF	
Registration Number:	3139755	CELEBRATE THE SUN	

CH \$990.00 1982912

900123881

TRADEMARK
REEL: 003913 FRAME: 0049

Registration Number:	3519343	DRI-BLOK
Registration Number:	3059233	FOR FUN IN THE SUN...GET ON THE BOAT
Registration Number:	2898448	FOR FUN IN THE SUN.....GET ON THE BOAT!
Registration Number:	3225438	ULTRAMIST
Registration Number:	3361107	TIME RELEASE COLOR
Registration Number:	3408131	TEAR FREE
Registration Number:	3356351	SUNDIAL
Registration Number:	3442754	SUN WEAR
Registration Number:	2700895	SUN PROTECTION THAT'S FUN PROTECTION
Registration Number:	3146004	SUMMER COLOR
Registration Number:	2628037	SOOTH-A-CAINE
Registration Number:	1949651	SELF ADJUSTING COLOR
Registration Number:	2207643	QUIK BLOK
Registration Number:	3469968	POWDER-DRI
Registration Number:	2153931	
Serial Number:	77194730	PERFORMANCE
Serial Number:	77190898	SPORT PERFORMANCE
Serial Number:	77432926	SUN-TESTED, SUN-PROVEN
Serial Number:	77466586	THREE-WAY PROTECTION
Serial Number:	77184118	ULTRA DEFENSE
Serial Number:	77456853	UNBEATABLE PROTECTION, NOW, LATER, LONGER
Serial Number:	77466614	3-WAY PROTECTION
Serial Number:	77456872	BEST PROTECTION, NOW, LATER, LONGER
Serial Number:	77281238	BLOCK WITH THE BEST
Serial Number:	77154051	ESSENTIAL ORGANIC BOTANICALS
Serial Number:	77190940	ESSENTIAL ORGANIC BOTANICALS

CORRESPONDENCE DATA

Fax Number: (203)301-5695
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203-994-5930
 Email: mantista@energizer.com
 Correspondent Name: Playtex Products, LLC
 Address Line 1: 6 Research Drive
 Address Line 2: 6th Floor
 Address Line 4: Shelton, CONNECTICUT 06484

NAME OF SUBMITTER: Michael A. Antista

TRADEMARK

REEL: 003913 FRAME: 0050

Signature:	/Michael a. Antista/
Date:	01/05/2009
<p>Total Attachments: 13</p> <p>source=sun Pharmaceuticals Merger#page1.tif source=sun Pharmaceuticals Merger#page2.tif source=sun Pharmaceuticals Merger#page3.tif source=sun Pharmaceuticals Merger#page4.tif source=Sun Pharm to Sun Pharmaceutical#page1.tif source=Sun Pharm to Sun Pharmaceutical#page2.tif source=Sun Pharm to Sun Pharmaceutical#page3.tif source=Sun Pharm to Sun Pharmaceutical#page4.tif source=Sun Pharm to Sun Pharmaceutical#page5.tif source=Sun Pharm to Sun Pharmaceutical#page6.tif source=Sun Pharm to Sun Pharmaceutical#page7.tif source=Sun Pharm to Sun Pharmaceutical#page8.tif source=Sun Pharm to Sun Pharmaceutical#page9.tif</p>	

PLAN AND AGREEMENT OF MERGER
BETWEEN
SUN PHARMACEUTICALS, INC. (DELAWARE)
AND
SUN PHARM, LLC (DELAWARE)

THIS PLAN AND AGREEMENT OF MERGER ("Merger Agreement") dated as of October 1, 2008, is made by and between Sun Pharmaceuticals, Inc., a Delaware corporation (the "Merging Corporation"), and Sun Pharm, LLC, a Delaware limited liability company (the "Surviving Company"), pursuant to the provisions of the Delaware Limited Liability Company Act (the "DLLCA") and the Delaware General Corporation Law (the "DGCL").

RECITALS

WHEREAS, the Surviving Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, and its Sole Member is Playtex Products, LLC, which is also the Sole Stockholder of the Merging Corporation; and

WHEREAS, the Merging Corporation is a corporation duly organized and in good standing under the laws of the State of Delaware; and

WHEREAS, the Sole Member of the Surviving Company and the Board of Directors and the Sole Stockholder of the Merging Corporation (together the "Constituent Companies") have determined that it is advisable and in the best interests of the Constituent Companies that the Merging Corporation be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the applicable laws of the State of Delaware and have approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Constituent Companies hereby agree as follows:

ARTICLE I
THE MERGER

Section 1.1 **The Merger.** The Merging Corporation and the Surviving Company shall be merged into a single Delaware limited liability company in accordance with the applicable laws of the State of Delaware (the "Merger").

Section 1.2 **Effect of the Merger.** At the Effective Time, the Merger shall have the effects provided for herein and in the laws of the State of Delaware.

Section 1.3 **Effective Time.** The effective time and date of the Merger shall be 12:01 a.m. Eastern Standard Time on October 1, 2008 (the "**Effective Time**").

Section 1.4 **Survival of the Merger.** At the Effective Time, the separate corporate existence of the Merging Corporation shall cease and the Surviving Company shall survive the Merger and continue to be a Delaware limited liability company. In accordance with the terms of its Amended Certificate of Formation, as described below in Section 2.1, its name shall be changed to Sun Pharmaceuticals, LLC.

ARTICLE 2

CERTIFICATE OF FORMATION AND OPERATING AGREEMENT

Section 2.1 **Certificate of Formation.** On and after the Effective Time, the Amended Certificate of Formation of the Surviving Company, filed with the Secretary of State of the State of Delaware as of the Effective Time, shall constitute the Certificate of Formation of the Surviving Company (the "Surviving Certificate"), subject always to the right of the Surviving Company to amend the Surviving Certificate in accordance with the applicable laws of the State of Delaware and the Surviving Certificate.

Section 2.2 **Operating Agreement.** On and after the Effective Time, the Operating Agreement entered into by and between the Surviving Company and its Sole Member effective as of the Effective Time, shall constitute the Operating Agreement of the Surviving Company (the "Surviving Operating Agreement"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to alter, amend or repeal the Surviving Operating Agreement in accordance with the applicable laws of the State of Delaware, the Surviving Certificate and the Surviving Operating Agreement.

ARTICLE 3

OFFICERS

Section 3.1 **Officers.** On and after the Effective Time, the officers of the Surviving Company shall be as described in the Surviving Operating Agreement and shall continue in office as the officers of the Surviving Company, each to hold office subject to the Surviving Certificate and the applicable laws of the State of Delaware.

ARTICLE 4

MANNER OF CONVERTING AND CANCELING STOCK

Section 4.1 **Cancellation of Merging Corporation's Issued Shares.** At the Effective Time, by virtue of the merger and without any action on the part of the Constituent Companies, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be canceled, and all certificates evidencing ownership of the common stock of the Merging Corporation shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.2 **Existence of Surviving Company Issued Membership Interests.** All the issued and outstanding membership interests of the Surviving Company at the Effective Time shall be and remain outstanding membership interests of the Surviving Company in accordance with their terms.

ARTICLE 5

SUCCESSION OF RIGHTS

Section 5.1 **Rights.** From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Companies; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Companies, shall not revert or be in any way impaired by reason of the Merger.

ARTICLE 6

SUCCESSION OF LIABILITIES

Section 6.1 **Liabilities.** From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Companies shall be preserved unimpaired by the merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of each of the Constituent Companies shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Merging Corporation in such action or proceeding.

ARTICLE 7

CORPORATE ACTS

Section 7.1 **Corporate Acts.** From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Company.

ARTICLE 8

SERVICE OF PROCESS

Section 8.1 **Delaware Service of Process.** The Constituent Companies, in accordance with Section 264(c) of the DGCL, hereby agree that the Surviving Company may be served with

process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as enforcement of any obligation of the Surviving Company, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL, and hereby irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings, to forward by mail such process to Sun Pharmaceuticals, LLC, 6 Research Drive, Shelton, CT, 06484, Attn: President.

ARTICLE 9
FURTHER DOCUMENTS

Section 9.1 **Further Documents.** If at any time prior to the Effective Time the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper offices and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the sole Member of the Surviving Company is hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

IN WITNESS WHEREOF, the Surviving Company and the Merging Corporation have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

SUN PHARM, LLC.

SUN PHARMACEUTICALS, INC.

By: TL Gnoech

By: TL Gnoech

Title: SECRETARY

Title: SECRETARY

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SUN PHARMACEUTICALS CORP.", A DELAWARE CORPORATION,
WITH AND INTO "SUN PHARM, LLC" UNDER THE NAME OF "SUN PHARM, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF OCTOBER, A.D. 2008, AT 4:37 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4600148 8100M

081004080

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6889179

DATE: 10-02-08

TRADEMARK
REEL: 003913 FRAME: 0056

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:37 PM 10/01/2008
FILED 04:37 PM 10/01/2008
SRV 081004080 - 4600148 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION INTO
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is Sun Pharm, LLC and the name of the corporation being merged into this surviving limited liability company is Sun Pharmaceuticals Corp.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.

THIRD: The name of the surviving limited liability company is Sun Pharm, LLC

FOURTH: The merger is to become effective on October 1, 2008

FIFTH: The Agreement of Merger is on file at 6 Research Drive
Shelton, CT 06484, the place of business
of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, the 1st day of October, A.D., 2008.

By: TL Grosch
Authorized Person

Name: Timothy L. Grosch
Print or Type

Title: Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "SUN PHARM, LLC", CHANGING ITS NAME FROM "SUN PHARM, LLC" TO "SUN PHARMACEUTICALS, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF OCTOBER, A.D. 2008, AT 4:38 O'CLOCK P.M.



4600148 8100

081004089

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6891622

DATE: 10-03-08

TRADEMARK
REEL: 003913 FRAME: 0059

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
SUN PHARM, LLC**

Sun Pharm, LLC, a Delaware limited a Delaware limited liability company, formed in the state of Delaware on September 15, 2008 hereby certifies that this amended and restated Certificate of Formation has been duly executed and is being filed according to Section 18-208 of the Delaware Limited Liability Act.

ARTICLE ONE - NAME

1.1 The name of the Limited Liability Company is Sun Pharmaceuticals, LLC.

ARTICLE TWO - FORMATION

2.1 Designated Office and Agent for Service of Process.

The address of its initial registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, Delaware. Zip Code: 19801. The name of its initial Registered Agent at such address is: The Corporation Trust Company. Company's designated office and its agent for service of process may only be changed by filing a notice of the change with the Secretary of State of the State of Delaware.

2.2 Duration.

Company will exist until dissolved in accordance with the provisions of the Delaware Limited Liability Act.

2.3 Purposes and Powers.

Company is formed for the purpose of owning, developing and protecting intellectual property related to, and providing support services for, the marketing, distributing and selling of personal care products, and for the purpose of conducting any other lawful activity permitted under the laws of the State of Delaware. Company has the power to do all things necessary, incident, or in furtherance of that business.

2.4 Title to Assets.

Title to all assets of Company will be held in the name of Company. No Member has any right to the assets of Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in Company. No Member has any right to partition any assets of Company or any right to receive any specific assets on liquidation of Company or on any other distribution from Company.

ARTICLE THREE – MEMBERS, CONTRIBUTIONS AND INTERESTS

3.1 Initial Members

The initial Member of Company is Playtex Products, LLC., a Delaware limited liability company.

3.2 Additional Members.

Except as otherwise provided in the section of this agreement relating to substitution, additional members of the Company may be admitted only with the consent of the Member. The initial capital contribution of each member will be paid to the Company, in cash, or in such other form as may be approved with the consent of Member, promptly following the full execution of this agreement. Each member's ownership interest at any time will be determined by the ratio of that member's aggregate capital contributions to the aggregate capital contributions of all members.

3.3 Additional Contributions.

Except as otherwise provided in the Act, no member is required to contribute additional capital to the Company. Additional capital contributions to the Company may be made by the members only with the members' unanimous approval. If the members approve additional capital contributions, the members must set a maximum amount for such contributions that will be accepted from the members. Each member will then have the right but not the obligation, to contribute a pro rata share of the maximum based on the member's ownership interest. If any member elects to contribute less than the member's pro rata share, the other members may contribute the difference on a pro rata basis in accordance with their ownership interests or on any other basis they may agree on.

3.4 No Interest on Capital Contributions.

No interest will be paid on capital contributions.

3.5 Capital Accounts.

An individual capital account must be maintained for each member. Members' capital accounts must be maintained in accordance with federal income tax accounting principles.

ARTICLE FOUR - ALLOCATION OF PROFITS AND LOSSES

4.1 Determination.

The net profit or net loss of Company for each fiscal year will be determined according to the accounting principles employed in the preparation of Company's federal income tax information return for that fiscal year.

4.2 Allocation of Net Profits and net Losses.

The net profit or net loss of the Company for a fiscal year will be allocated among the members in proportion to their ownership interests.

4.3 Allocations Solely for Tax Purposes.

In accordance with IRC §704(c) and the corresponding regulations, if the Company is treated as a partnership for tax purposes, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company must be allocated among the members, solely for income tax purposes, so as to take into account any variation between the adjusted basis of the property for federal income tax purposes in the hands of the Company and the agreed value of the property as set forth in this agreement, or in any document entered into at the time an additional contribution is made to the Company. Any elections or other decisions relating to the allocations to be made under this section will be made by action of the members. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any member's capital account, allocable share of the net profits and net losses of the Company, or right to distributions.

4.4 Prorates.

If a member has not been a member during a full fiscal year of the Company, or if a member's ownership interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the member based only on the period of time during which the member was a member or held a particular ownership interest. In determining a member's share of the net profit or net loss for a fiscal year, the members may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting.

ARTICLE FIVE - DISTRIBUTIONS

5.1 Distributions.

Subject to the restrictions governing distributions under the Act, distributions of cash or property may be made from time to time by the Company to the members, at such times and in such amounts as the members determine.

5.2 Allocation of Distributions.

All distributions must be made to Members in proportion to their Ownership Interests.

ARTICLE SIX - DISSOLUTION

6.1 Events of Dissolution.

Except as otherwise provided in this agreement, the Company will dissolve on the earliest of the following events: (a) death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member; (b) approval of a dissolution of the Company by unanimous consent of the members; or (c) at such time as the Company has no members.

ARTICLE SEVEN - WINDING UP AND LIQUIDATION

7.1 Liquidation on Dissolution.

Following the dissolution of the Company, the members must wind up the affairs of the Company. If the affairs of the Company are wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must be promptly liquidated. Following liquidation of the assets of the Company, the proceeds must be applied and distributed in the following order of priority:

To creditors of the Company in satisfaction of liabilities and obligations of the Company, including, to the extent permitted by law, liabilities and obligations owed to members as creditors (except liabilities for unpaid distributions);

To any reserves set up for contingent or unliquidated liabilities or obligations of the Company deemed reasonably necessary by the members, which reserves may be paid over to an escrow agent by the members to be held by such escrow agent for disbursement in satisfaction of the liabilities and obligations of the Company, with any excess being distributed to the members as provided in the following subsection; and

To members in proportion to the positive balances of their capital accounts, after taking into account all adjustments made to capital accounts for the fiscal year during which the distributions to members are made.

7.2 Distribution of Property in Kind.

With the unanimous approval of the members, property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind must be valued and treated for the Company's accounting purposes (and not tax purposes) as though the property distributed had been sold at fair market value on the date of distribution. The difference between the fair market value of the property and its adjusted tax basis will, solely for the Company's accounting purposes and to adjust the Members' capital accounts, be treated as a

gain or loss on the sale of the property and will be credited or charged to the members' capital accounts in the manner specified in the section of this agreement relating to capital accounts.

7.3 Negative Capital Accounts.

If any member has a negative balance in the member's capital account on liquidation of the Company, the member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Certificate of Formation this 1st day of October, 2008.

By: TL Grosch
Authorized Person

Name: Timothy L. Grosch
Title: Secretary, Sun Pharm, LLC

PLAYTEX PRODUCTS, LLC,
THE SOLE MEMBER OF Sun Pharm, LLC

By: TL Grosch
Name: Timothy L. Grosch
Title: Secretary, Playtex Products, LLC